



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

May 17, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO DONATE SURPLUS PROPERTY
TO STATE OF CONNECTICUT, DEPARTMENT OF PUBLIC SAFETY,
SCIENTIFIC SERVICES DIVISION, FORENSIC SCIENCE LABORATORY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval for the Los Angeles County Sheriff's Department (Department) to donate a Beckman-Coulter robotic platform to the State of Connecticut, Department of Public Safety, Scientific Services Division, Forensic Science Laboratory (Connecticut lab).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the donation of a Biomek 2000 biorobot (Biomek) to the Connecticut lab to support their ability to process convicted offender DNA samples.
2. Authorize the Sheriff, as an agent for the County of Los Angeles (County), to execute the attached Release of Liability, Assumption of Risk and Indemnification Agreement for Donation of Equipment from Los Angeles County Sheriff's Department for use by the State of Connecticut (Agreement).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to the purchase of modern robotics platforms, the Department determined that the Biomek system, serial number 4327009, can no longer be utilized by the Department's crime lab. The Biomek was purchased with funds from the NIJ 2004 Capacity Enhancement Grant (2004-DN-BX-K073). The Department is electing to comply with NIJ's recommendation that we donate the robot to another grant recipient. An advertisement was placed by NIJ to assist the Department with finding a

recipient for the robot, and the Connecticut lab was the only response. An alternative is to attempt to sell the Biomek, though any funds will have to be reimbursed to NIJ.

Implementation of Strategic Plan Goals

The donation of the Biomek to the Connecticut lab supports the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by enabling the Department to assist Connecticut law enforcement personnel in their efforts to protect citizens.

FISCAL IMPACT/FINANCING

There will be no negative fiscal impact on the County's budget. The Biomek has been made obsolete by the purchase of a more modern robotic system. Freight cost for the transfer of the Biomek will be paid by the Connecticut lab. The County will realize a savings due to the removal of the Biomek from Robotic DNA Analysis Equipment Maintenance Services Agreement Number 76616 with Beckman Coulter, Incorporated. The Connecticut lab will assume all maintenance responsibilities of the Biomek.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This donation is in keeping with the rules set by NIJ and serves the need for the County to comply with NIJ's disposition requirements for equipment purchased with grant funds. In exchange for this donation, the State of Connecticut will execute the Agreement, whereby the State of Connecticut releases the County of all liability pertaining to the Biomek and indemnifies the County for all liability arising out of the use of the Biomek.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will have no impact on current services.

CONCLUSION

This is an excellent opportunity for the County to assist a fellow law enforcement agency with a need for a redundant robotics platform utilized to process convicted offender DNA samples entered into their state Combined DNA Index System. Upon Board approval, please send an adopted copy of this letter to the Department.

The Honorable Board of Supervisors
5/17/2011
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Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA
Sheriff

LDB:KWH:kwh

Enclosures

**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION
AGREEMENT**

**FOR DONATION OF EQUIPMENT FROM LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT FOR USE BY THE STATE OF CONNECTICUT**

CAUTION – READ THIS DOCUMENT IN FLL BEFORE SIGNING

This Release of Liability, Assumption of Risk and Indemnification Agreement (Release) by the Connecticut State Department of Public Safety (CSDPS), a government agency of the State of Connecticut for the benefit of the County of Los Angeles, State of California (County) is made and entered into as of the date executed below.

Whereas, by verbal request dated October 1, 2010 to Sheriff Leroy Baca, the CSDPS requested LASD to donate a used surplus Biomek 2000 robot listed on Attachment 1 to this Release ('Equipment') that LASD is authorized and able to provide to the Connecticut State Department of Public Safety; and

Whereas, as a necessary prior condition for the donation of Equipment, the Connecticut State Department of Public Safety has agreed to this Release;

Therefore, in exchange for the sole consideration of the County of Los Angeles and the Los Angeles County Sheriff's Department donating the Equipment for use by the CSDPS:

1. The CSDPS hereby acknowledge that the Equipment has exceeded the manufacturer's recommendation for safe use, the Equipment is in used condition and is provided "as is." The County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, hereinafter "County Indemnitees" are providing the Equipment without warranty of any kind as to the condition, safety, or suitability of the Equipment, for any purpose, and without any other warranty, expressed or implied. All implied warranties, including without limitation, implied warranties of merchantability and fitness for any particular purpose, including but not limited specifically to the ability of the Equipment to provide physical protection, are hereby expressly disclaimed. The CSDPS and/or the person using the Equipment are solely responsible for any hospital or other costs arising out of any bodily injury, death or property damage sustained while using the Equipment. The CSDPS hereby assumes any and all such risk.
2. The CSDPS on behalf of itself, its subdivisions, all elected and/or appointed officers, all employees, and all agents, their legal heirs, predecessors, successors, affiliates, representatives, assigns, transferees, beneficiaries, agents, and attorneys and each of them, directly or indirectly, does hereby absolutely, fully and forever release, relieve,

waive, relinquish, and discharge the County of Los Angeles, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, any and all actions, causes of action, suits, claims, debts, demands, obligations, costs, expenses, damages, accounts, and liens of every kind and nature, known or unknown, suspected or unsuspected, pertaining to the Equipment to the maximum extent permitted by law.

3. That the CSDPS on behalf of the State of Connecticut shall defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), including but not limited to those made by any individual, group or entity, and/or their legal heirs, executors, administrators and assigns, arising from or connected in any way whatsoever directly or indirectly with and use of the Equipment.
4. The CSDPS understands that acceptance of this Release by County Indemnitees shall not constitute a waiver, in whole or in part, of sovereign immunity by County Indemnitees; that it shall be effective in perpetuity, including in the event of any subsequent disposition, disposal, sale or donation of the Equipment by the CSDPS.
5. The CSDPS hereby waives all benefits flowing from any state statute, law of the United States of America or the State of Connecticut, or other law in any jurisdiction that would negate or otherwise limit the scope of this Release, including but not limited to Section 1542 of the California Civil Code which provides: **"A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBITOR."**
6. This Release shall be governed in all respects by the laws of the state of California and the United States of American without regard to choice of law provisions. For purposes of this agreement, the CSDPS consents to the exclusive jurisdiction and venue for any action under this Release as the state or federal courts in the County of Los Angeles, California, United States of America.
7. This Release and the list of Equipment constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Release. No change to this Release shall be valid unless signed by authorized individuals of the CSDPS and County of Los Angeles.

The CSDPS and the person executing this Release hereby warrants that the CSDPS and the person executing the Release are legally authorized to grant and execute this Release on behalf of the CSDPS, the Connecticut State Department of Public Safety and its employees and/or any other individual who receive and/or use the Equipment.

Executed this _____ day of _____, 2011 at

(address)

Signature

Signature

Printed Name

Leroy D. Baca

Printed Name

Title

Sheriff, Los Angeles County

Title

Application for Authority to Dispose of Surplus Property

The items listed below are authorized to be disposed of in accordance with the provisions of Government Code Sections 25503 through 25507

Department: Sheriff Disposal recommended by: Ken Howard Phone: 323-267-6103Disposal authorized by: [Signature] Title: Commander Date: 05/04/2011
(Sign and Print Name)

To be completed by department manager requesting disposal of surplus item					To be completed by Purchasing Agent or Dept. Surplus Coordinator	
Qty.	Description	Disposal reason*	Condition**	Asset Tag ***	Sold, Traded, Transferred or Donated To	Amount Realized
				A/C/Dept		
1	Biomek 2000 robot serial number 4327009	E	E	590035	Connecticut Forensic Lab	

* Reason for Disposal: U-unusable/damaged & uneconomical to repair; O-obsolete; E-excess to current needs

** Condition of Property: P-Poor; F-Fair; G-Good; E-Excellent; V-Various

*** Auditor-Controller fixed asset tag number and/or department portable equipment tag number

Rubbish/scrap metal disposal: _____

disposed of by (name) _____ date _____ disposal location _____
To Purchasing Agent: _____ trade-in; _____ sale bid; To Dept. Surplus Coordinator: _____ other (recycling/donation/auction)Trade in: ☒ if old equipment cannot be released until new equipment is received ☐ Req.# _____Estimated current resale value (if known) \$ UNK Minimum sale price (if any) \$ _____Address of Property: Connecticut Department of Public Safety, Scientific Services Division, Forensic Science Lab 278 Colony St Meriden, Ct 06451Contact person where property is located: Ken Howard
Name(323) 267-6103

Phone Number

If sale, direct payment to be delivered to department cashier at:

CAPS Revenue Distribution Account

Address

Phone Number

To be completed by Purchasing Agent: found to be not required for public use per resolutions Board of Supervisors

Quote Number	Close	Sales Award No.	Issue sales awards as indicated. Purchasing Agent by:
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Forward in duplicate to Purchasing Agent (trade-in/sale bid) or Dept. Surplus Coordinator (other disposal methods)

Copies to: